

Wireless E-911 PSAP Funding Request/Report Worksheet

PSAP: Poquoson Police Communications

Period: 2004

Total Approved: \$76,021.96

Total Actual: *78,267.31

Difference: - 2,245.35

Call Load Data:

Description	Estimated	Actual
Total telephone calls handled by the PSAP	30,000	20,928
Total 911 calls handled by the PSAP	3,000	5,196
Total wireless 911 calls handled by the PSAP	1,150	2,088

Percentage of wireless to total calls :3.83%

Percentage of wireless to 9-1-1 calls :38.33%

Equipment used only for Wireless E-911:

MAGIC NOT fully operational until June 2004. monthly totals for June multiplied by 12 months.

Description	Estimated	Actual
Total dedicated wireless Equipment :	\$ 0.00	0.00

Shared Equipment:

Description	Estimated	Actual
CPE lease	\$ 10,600.00	9,652.04
Total Shared Equipment for Formula:	\$ 10,600.00	9,652.04

Estimated: 1,150 or 10.66% \times \$ 10,600.00 = \$ 1,129.96
Increased to minimum percentage

Actual: $\frac{2088}{20,928} \times 9,652.04 = *1,028.91$

Local Exchange Costs (LEC):

Description	Estimated	Actual
Wireless trunks	\$ 4,032.00	* 2,240.00
Total LEC Costs :	\$ 4,032.00	*2,240.00

*WIRELESS TRUNK LINES WERE NOT INSTALLED UNTIL December 2003, TOTAL INCLUDES *224.00 PRORATED FOR DEC AND *336 mmx JAN - JUNE.*

Personnel Costs:

Description	Estimated	Actual
Salaries and benefits	\$ 154,599.00	* 196,998.00
Training costs	\$ 1,800.00	0.00
Total Shared Equipment for Formula:	\$ 156,399.00	*196,998.00

Estimated: 1,150 or 10.42% \times \$ 156,399.00 = \$ 30,000.00
Increased to minimum percentage Increased to minimum amount

Actual: $\frac{2088}{20,928} \times 196,998.00 = *20,527.19$

Wireless E-911 PSAP Funding Request/Report Worksheet

PSAP: Poquoson Police Communications

Period: 2004

Carryovers & Adjustments:

Description	Estimated	Actual
Call counting, TIU, trunk installation	\$ 40,860.00	44,998.40
Total of adjustments:	\$ 40,860.00	

Carryovers

Call counting purchase and training and TIU	40,178.40
Wireless Trunk installation	1,860.00
Voice logger upgrade. Had to purchase minimum upgrade of 8 channels, includes installation	2,960.00
	44,998.40 TOTAL

Adjustments

	<u>Estimate</u>	<u>Actual</u>
Shared equipment	* 1,129.96	* 1,028.91
Local Exchange Costs	4,032.00	2,240.00

Submitted by:

Anne D. Saunders, Oct. 5, 2004

ANNE D. SAUNDERS
SUPPORT SERVICES SUPERVISOR

*SALARY AND BENEFITS
FULL AND PART TIME DISPATCHERS*

FY 2003-2004 BUDGET
PERSONNEL SUMMARY SHEET

DEPARTMENT - POLICE
DEPARTMENT CODE 13100
PAGE _____ OF _____

Position	Total Base Salary	Total Overtime	Total FY 2004	FICA	Medicare	VRS	Workmen's Comp	Hospital- ization	Life Insurance	Total
Full Time	5,493	0	5,493	341	5	0	8	0	0	5,846
Full Time	19,596	3,435	23,031	1,428	21	1,205	32	3,454	0	29,171
Full Time	29,098	5,947	35,044	2,173	32	1,790	49	2,986	0	42,073
Full Time	25,458	8,316	33,774	2,094	30	1,566	47	0	0	37,511
Full Time	30,774	5,527	36,301	2,251	33	1,893	51	2,986	0	43,514
Part Time	9,431		9,431	585	8	0	13	0	0	10,037
Part Time	4,685	632	5,316	330	5	0	7	0	0	5,658
Part Time	2,555	172	2,727	169	2	0	4	0	0	2,903
Part Time	8,040	265	8,304	515	7	0	12	0	0	8,838
Part Time	672	23	695	43	1	0	1	0	0	739
Part Time	626		626	39	1	0	1	0	0	667
Part Time	4,254	94	4,348	270	4	0	6	0	0	4,628
Part Time	5,040	46	5,086	315	5	0	7	0	0	5,413
TOTAL	145,722	24,455	170,178	10,551	153	6,453	238	9,426	0	196,998

01040-1 12/05/2004

CITY OF POQUOSON
G/L TRIAL BALANCE
10/05/2004 2004/06

PAGE

ACCOUNT #	DESCRIPTION	DATE	REFERENCE	CURRENT AMT	YEAR-TO-DATE	\$ BUDGET \$
	E-911 TELEPHONE		FUND#-010			
	E-911 TELEPHONE		MAJOR-013100			
013100-5211	E-911 TELEPHONE	6/11/2004	B.FWD.		00	.00
	VERIZON 2003/07 7/15/2003 AP-001-04-0508			800.97		
	-APPROPRIATION 2003/07 9/10/2003 BA-C01-0000028					10,500.00
	VERIZON 2003/08 8/07/2003 AP-001-04-0534			800.07		
	STEPHENS OFFIC 2003/09 9/11/2003 AP-001-04-6615			80.00		
	VERIZON 2003/09 9/16/2003 AP-001-04-0619			797.10		
	VERIZON 2003/10 10/15/2003 AP-001-04-0660			797.10		
	VERIZON 2003/11 11/06/2003 AP-001-04-0697			797.10		
	VERIZON 2003/12 12/29/2003 AP-001-04-0749			797.10		
	VERIZON 2003/12 1/12/2004 AP-001-04-0766			797.10		
	VERIZON 2004/02 2/11/2004 AP-001-04-0906			797.10		
	VERIZON 2004/03 3/17/2004 AP-001-04-0938			797.10		
	VERIZON 2004/04 4/21/2004 AP-001-04-0974			797.10		
	VERIZON 2004/05 5/19/2004 AP-001-04-10768			797.10		
	VERIZON 2004/06 6/10/2004 AP-001-04-0266			797.10		
	-TOTAL EXPENDITURE-			9,652.04 *	9,652.04 *	847.96
013100-5232	E911 WIRELESS	6/11/2004	B.FWD.		.00	.00
	-APPROPRIATION 2003/07 9/10/2003 BA-001-0000028					5,140.00
	ORD #1168 #8/3 2003/08 8/31/2003 BS-001-ORD1168					42,973.00
	ORD #1176 #11/ 2003/11 11/30/2003 BS-001-ORD1176					42,973.00
	GRATELY COMMUNI 2003/12 12/03/2003 AP-003-04-39772			2,960.00		
	VERIZON 2004/01 1/30/2004 AP-001-04-0767			2,438.50		
	VERIZON 2004/02 2/11/2004 AP-001-04-0905			336.00		
	VERIZON 2004/03 3/11/2004 AP-001-04-8152			336.00		
	VERIZON 2004/04 4/14/2004 AP-001-04-8185			40,514.40		
	VERIZON 2004/06 6/11/2004 AP-001-04-8283			336.00		
	ORD #1193 #5/2 2004/06 6/28/2004 BS-001-ORD1193					42,973.00-
	VERIZON 2004/06 7/20/2004 AP-001-04-11917			3,926.00		
	-TOTAL EXPENDITURE-			50,846.90 *	50,846.90 *	2,733.90-
DEPT TOTAL..	BALANCE FORWARD				.00	
	CURRENT MONTH				60,498.94	
	ENCUMBRANCE				.00	
	YEAR TO DATE				60,498.94	
	BUDGET BALANCE				1,885.94-	
FUND TOTAL.....	A S S E T S	.00		.00	.00	
FUND TOTAL.....	L I A B I L I T Y	.00		.00	.00	
FUND TOTAL.....	R E V E N U E	.00		.00	.00	
FUND TOTAL.....	E X P E N S E	.00		60,498.94	60,498.94	
FUND TOTAL.....	ENCUMBRANCE	.00		60,498.94	60,498.94	
COMPANY TOTAL.....	A S S E T S	.00		.00	.00	
COMPANY TOTAL.....	L I A B I L I T Y	.00		.00	.00	
COMPANY TOTAL.....	R E V E N U E	.00		.00	.00	
COMPANY TOTAL.....	E X P E N S E	.00		60,498.94	60,498.94	
COMPANY TOTAL.....	ENCUMBRANCE	.00		60,498.94	60,498.94	

City of Poquoson Payment Voucher

VOUCHER NUMBER 04- 8053

INVOICE NUMBER 04-39772

CUSTOMER ACCT. # POQU001

INVOICE DATE XXXXXX 11-21-03

DISCOUNT DATE _____ DISCOUNT % _____

DUE \$ 2,960.00

DUE DATE _____

VENDOR NAME Gately VENDOR # 201

MAIL CHECK TO _____

Blanket Purchase Order Payment - PO # 00447

Partial Payment of PO # _____

Invoice(s) attached _____

NOTE: Submit original and one duplicate or copy of each invoice with voucher.

☐ Explanation for no invoice: _____

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
4010-13100-5232	Wireless Account	\$2,960.00
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized and
Certified as to availability of funds: Chief John T. White
Department Head

12-01-03
Date

Approved for payment: _____
Finance Director

PURCHASE ORDER

PAGE 1

CITY OF POQUOSON
500 CITY HALL AVE
POQUOSON, VA 23662PHONE # 757-868-3030
FAX # 757-868-3101*****
** PURCHASE **
** ORDER NUMBER **
** 00447 **

DATE-2003/11/10VENDOR: GATELY COMMUNICATION CO 000201
501 INDUSTRY DR
PO BOX 9188
HAMPTON VA 23670SHIP TO- CITY OF POQUOSON
POLICE DEPT
774 POQUOSON AVE
POQUOSON, VA 23662ATTENTION- PAYMENT TERMS: NET 30 DAYS
ORDER DATE- 2003/11/10 SHIP VIA- REQUESTED SHIP DATE- 00000000 REFERENCE-

ITEM NO.	STOCK#	QUANTITY	UNIT ISSUE	DESCRIPTION G/L NUMBER	UNIT COST	EXTENDED COST
1		1	EA	8 CHANNEL BOARD FOR EVENTIDE 001-4-010-013100-5232- - - VR320 LOGGER SERIAL #30000218	2,195.000	2,195.00
2		1	EA	INSTALLATION 001-4-010-013100-5232- - -	750.000	750.00
3		1	EA	SHIPPING & HANDLING 001-4-010-013100-5232- - -	15.000	15.00
TOTAL COST						\$2,960.00

***** IMPORTANT *****

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE.
PLEASE ADVISE US IF YOU ARE UNABLE, FOR ANY REASON, TO SHIP ON THE REQUESTED DATE.
THIS PURCHASE IS EXEMPT FROM TAX UNDER PROVISIONS OF ALL STATE RETAIL SALES AND USE TAX ACTS.

ORDER TYPE- NO CHARGE/CORE

APPROVED BY-

DATE- 2003/11/10

*Pamela Moon**11/10/2003*



INVOICE

Page: 1

P.O. Box 9188
Hampton, VA 23670-9188
757-826-8210

Invoice Number: 04-39772

Invoice Date: 11/21/03

Bill
To: Poquoson, City of
Finance Dept
500 City Hall Avenue
Poquoson, VA 23662

Ship
To: Poquoson Police Department
774 Poquoson Avenue
Chief White
Poquoson, VA 23662

Ship Via
Ship Date
Due Date 11/21/03
Terms

Customer ID POQU001
P.O. Number CHIEF WHITE
P.O. Date 11/03/03
Our Order No. 24186
SalesPerson Charlie Hanna

Item/Description	Equip. Serial No.	Unit	Order Qty	Quantity	Unit Price	Total Price
102072 8 Channel Board for expansion of Serial #30000218		each	1	1	2,195.00	2,195.00
INSTALL Installation of Equipment		each	1	1	750.00	750.00
Shipping & Handling			1	1	15.00	15.00

4010-13100-
5232
White



Amount Subject to
Sales Tax
0.00

Amount Exempt
from Sales Tax
2,960.00

Subtotal: 2,960.00
Invoice Discount: 0.00
Sales Tax: 0.00

2,960.00

City of Poquoson Payment Voucher

VOUCHER NUMBER 04- 8185

INVOICE NUMBER _____

CUSTOMER ACCT. # 000831196744 51Y

INVOICE DATE 04-01-04

DISCOUNT DATE _____ DISCOUNT % _____

TOTAL DUE \$ 40,514.40

DUE DATE 04-23-04

VENDOR NAME Verizon Wireless VENDOR # 1881

MAIL CHECK TO _____

☐ Blanket Purchase Order Payment - PO # _____

☐ Partial Payment of PO # _____


☒ Invoice(s) attached

NOTE: Submit original and one duplicate or copy of each invoice with voucher.

☐ Explanation for no invoice: _____

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
13100-5232	E911 Telephone	\$40,514.40
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized and
Certified as to availability of funds: Chief John T. White
Department Head

04-08-04
Date 

Approved for payment: _____
Finance Director



Make progress every day

Billing Date: 04/01/04 Page 1 of 8
Telephone Number: 023 742-4004
Account Number: 000831196744 51Y
How to Reach Us: See page 2

EMER SVCS
WIRELESS SERVICE

Account Summary

Previous Charges	\$336.00
Payment Received Mar 22 . Thank you.	- 336.00
Balance Forward	\$.00

New Charges

Verizon (page 4)	\$40,514.40
Total New Charges due Apr 30	\$40,514.40

A late payment charge of 1.50% applies to any portion of the bill not paid before the next month's bill.

Total Due (Past Due + New) \$40,514.40

5232
[Signature]



Verizon Direct Payment Option

To enroll, please read and sign the agreement on the reverse side of the payment form below.



APR 2004

Received
Fogueson Police
Department

This bill was mailed on 04/07/04

Mail Payments to :

Verizon, PO Box 17577, Baltimore, MD 21297-0513



▼ Detach & return payment slip with your check, payable to Verizon

Account: 000831196744 51Y

New Charges Due: 04/30/04

Total Due : \$40,514.40

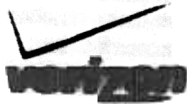
Amount Paid :

\$ _____

06 ***C008
EMER SVCS
WIRELESS SERVICE
774 POQUOSON AVE
POQUOSON VA 23662-1628
[Barcode]

VERIZON
PO BOX 17577
BALTIMORE MD 21297-0513
[Barcode]

109000008311967445033006090000050000000000000004051440800000



Make progress every day

Billing Date: 04/01/04 Page 3 of 8
Telephone Number: 023 742-4004
Account Number: 000631196744 51Y

Summary of Current Charges

This summary is for informational purposes only.

• Verizon

Bill Section	First Page	Calls	Minutes	Amount
Monthly Charges	4			336.
Additions and Changes to Service(s)	4			40178.
Services and Equipment Information	5			
Total Verizon Current Charges				40514.
Total Summary of Current Charges				\$40514.



Make progress every day

Billing Date: 04/01/04 Page 5 of 8
Telephone Number: 023 742-4004
Account Number: 00001195744 51Y
How to Reach Us: See page 2

Verizon Services and Equipment Information

•Summary of Services

Following is a Summary of Recurring Monthly Charges for Informational Purposes.

Total Charges Due appear on Page 1 of your bill.

•Monthly Service

Description	Qty	Tag	Amount
1. Additional E911 Line To PSAP	4		336.0
2. E911 Line Exception Treatment Toll Guide	2		.0
3. Special Assembly-E911 BTN	# 1		
4. Special Assembly-VZ BTN	# 1		
5. Unlimited Usage - Extended Area Calling	2		
6. Connect Request Blocking	4		.0
7. Hunting	4		.0
8. Non-Published Service	1		
9. Series Hunting	2		
			336.0

Total Summary of Services

\$336.0

Tax Codes:	L	Local	F	Federal	E	Exempt
	S	State	R	Local Surcharge		

Indicates charges for non-regulated product(s) or service(s)



Make progress every day

Billing Date: 04/01/04 Page 7 of 8
Telephone Number: 023 742-4004
Account Number: 000931196744 51 Y
How to Reach Us: See page 2

Verizon Services and Equipment Information

• Verizon Products and Services

• Products and Services - Individual Line(s)

• Location Group: 00001 (continued)

757 911-0868

Description	Qty	SRC	Initiation Date	Tax LSFR	Amount
1. Additional E911 Line To PSAP	1		12/10/03	EEEE	84.0
2. Connect Request Blocking	1		12/10/03	EEEE	.0
3. Hunting	1		12/10/03	EEEE	.0
					84.0

757 911-1868

Description	Qty	SRC	Initiation Date	Tax LSFR	Amount
4. Additional E911 Line To PSAP	1		12/10/03	EEEE	84.0
5. Connect Request Blocking	1		12/10/03	EEEE	.0
6. Hunting	1		12/10/03	EEEE	.0
					84.0

757 911-2868

Description	Qty	SRC	Initiation Date	Tax LSFR	Amount
7. Additional E911 Line To PSAP	1		12/10/03	EEEE	84.0
8. Connect Request Blocking	1		12/10/03	EEEE	.0
9. Hunting	1		12/10/03	EEEE	.0
					84.0

757 911-3868

Description	Qty	SRC	Initiation Date	Tax LSFR	Amount
10. Additional E911 Line To PSAP	1		12/10/03	EEEE	84.0
11. Connect Request Blocking	1		12/10/03	EEEE	.0
12. Hunting	1		12/10/03	EEEE	.0
					84.0

Total Location Group 00001

336.0

SRC Legend

Indicators identify rate applied to charges, when there is no indicator the Tariff default rate has been applied.

O Override Rate

T Term Agreement Rate

I ICB Contract Rate

Tax Codes:	L S	Local State	F R	Federal Local Surcharge	E	Exempt
------------	--------	----------------	--------	----------------------------	---	--------

PURCHASE ORDER

PAGE 1

CITY OF POQUOSON
500 CITY HALL AVE
POQUOSON, VA 23662PHONE # 757-868-3030
FAX # 757-868-3101*****
** PURCHASE **
** ORDER NUMBER **
** 00368 **

DATE-2003/08/08VENDOR VERIZON
13930 MINNIEVILLE RD
WOODBIDGE, VA 22193

002105

SHIP TO- CITY OF POQUOSON
POLICE DEPT
774 POQUOSON AVE
POQUOSON, VA 23662ATTENTION- PAYMENT TERMS: NET 30 DAYS
ORDER DATE- 2003/08/08 SHIP VIA- REQUESTED SHIP DATE- 00000000 REFERENCE-

ITEM NO.	STOCK#	QUANTITY	UNIT ISSUE	DESCRIPTION G/L NUMBER	UNIT COST	EXTENDED COST
		1	EA	CPE/SOFTWARE CONFIGURATION & 001-4-010-013100-5232- -	38,205.000	
		1		EQUIPMENT TRAINING FOR ABOVE 001-4-010-013100-5232- -	1,973.400	1,973.40
					TOTAL COST	\$40,178.40

***** IMPORTANT *****
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE.
PLEASE ADVISE US IF YOU ARE UNABLE, FOR ANY REASON, TO SHIP ON THE REQUESTED DATE.
THIS PURCHASE IS EXEMPT FROM TAX UNDER PROVISIONS OF ALL STATE RETAIL SALES AND USE TAX ACTS.

ORDER TYPE- NO CHARGE/CORE

APPROVED BY-

DATE- 2003/08/08

Pamela Moon

8/5/2003



DEPARTMENT OF POLICE

774 POQUOSON AVENUE
POQUOSON, VIRGINIA
23662

Office of
the Chief

August 12, 2003

Tom Griffith, CAM
Verizon
13930 Minnieville Road
Woodbridge, VA 22193

Dear Tom:

I'm enclosing City of Poquoson Purchase Order # 00368 and the signed, original contract for the Magic equipment and training. Please send us a copy of the contract, once a Verizon representative has signed it, so we can keep a copy in our records.

Thanks for your assistance in this matter.

Sincerely,

Anne D. Saunders
Support Services Supervisor
Poquoson Police Department
774 Poquoson Avenue
Poquoson, VA 23662
757-868-3367 (office)
757-868-8477 (fax)

Enclosures



**AGREEMENT FOR THE LEASE OF
9-1-1 ENHANCED CUSTOMER PREMISE EQUIPMENT
SOFTWARE AND SERVICES
Agreement No. 2003-246605**

THIS AGREEMENT ("Agreement") is effective as of the date set forth below by and between the City of Poquoson, Virginia ("Customer") and Verizon Virginia Inc. ("Verizon"). Customer hereby agrees to lease from Verizon certain telecommunications customer premises equipment and software used for terminating 9-1-1 calls ("CPE" and "Software") and purchase associated services ("Services"), as described in this Agreement. After the parties sign this Agreement, Verizon will install and maintain, and Customer will lease, use, and pay for, the CPE, Software, and Services in accordance with the terms and conditions of this Agreement.

1. Verizon will furnish Customer with the CPE, Software, and Services at the location(s) and in the quantities set forth in the attached Appendix A, "Description of CPE, Software, and Services".

2. Customer agrees to pay Verizon in advance for the use of the CPE, Software, and Services at the Total Product Price set forth in the attached Appendix B, "Rates". Customer also agrees to pay Verizon applicable taxes, fees, duties and surcharges in addition to the rates, except taxes on Verizon's income. Should Customer be exempt from such taxes, Customer shall provide Verizon with acceptable evidence of exemption from such taxes. If Customer fails to pay any invoice in full within thirty (30) days of invoice receipt, Customer will pay Verizon 1.25% (or the maximum rate allowed by law), on the unpaid balance, prorated daily, until the balance is paid in full. In addition, Customer agrees to pay all collection and legal fees incurred by Verizon as a result of Customer's nonpayment.

3. The CPE and Software will be installed at the location set forth in Appendix A within twenty six (26) weeks after execution of this Agreement by both parties. Customer will not permit public access to the CPE and will provide Verizon personnel unconditional access as required. Verizon's obligation to meet the installation time frame specified above is contingent upon Verizon's ability to obtain delivery of the necessary CPE and Software from the manufacturer within fourteen (14) weeks after execution of this Agreement by both parties. In the event Verizon is unable to complete timely installation, the Customer may at its option, either agree to delay installation up to six (6) months, or terminate this Agreement.

4. Verizon may assign or transfer part or all of this Agreement or its right to receive monies hereunder to any of its affiliates. Provided Customer provides Verizon with reasonable prior written notice, Customer may assign or transfer this Agreement to any governmental entity that is the successor to substantially all of its assets and all of its authority. All other attempted assignments shall be void without the prior written consent of the other party.

5. This Agreement shall become effective upon execution by the parties. The service period for which the CPE shall be leased and the Software and Services provided and paid for shall be for twelve (12) consecutive months from the installation date of the CPE and Software ("Service Period"). The rates and charges stated in Appendix B do not include rates and charges for any other aspect of 9-1-1 services used in connection with the CPE, Software, and Services provided pursuant to this Agreement.

THIS AGREEMENT DOES NOT COVER PRODUCTS OR SERVICES OBTAINED UNDER TARIFF.

6. Customer is responsible for providing adequate storage space and security for the CPE and Software at Customer's installation location. Risk of loss for the CPE, and maintenance spares if any, shall pass to Customer upon delivery to Customer's site. Verizon or its suppliers shall retain all right, title and interest in, and ownership of, all CPE, Software, and all facilities and equipment used to provide the Services. At the conclusion of

the Service Period, Customer shall have the option to purchase the CPE for the amount specified in Appendix B or Verizon shall have free and unimpeded access at Customer's location at all reasonable times to remove all facilities, equipment, CPE, Software, and Services. During the Service Period, Verizon shall have free and unimpeded access at all reasonable times to Customer's locations for the purpose of installing, maintaining, repairing, and inspecting such facilities, CPE, and Software. No charge shall be made for such access. Verizon, its employees, agents and subcontractors shall comply with all rules and regulations while on Customer's premises.

7. Ownership of Software used in the CPE shall remain with Verizon's supplier(s). Use of such Software by Customer is subject to the terms of Appendix C, "Software Sublicense", which is attached and incorporated herein. The responsibilities of the parties regarding use of the Software are set forth in Appendix D, which is attached and incorporated herein.

8. If Customer changes or cancels this Agreement prior to establishment of Service, Customer will pay certain Verizon costs associated with such cancellation or changes as may be required by Tariff Virginia, S.C.C. - No. 201, § 1, ¶ C. 1.

9. Verizon shall not be responsible hereunder for the installation, repair, or maintenance of facilities or equipment furnished by Customer for use with the CPE, Software, and Services.

10. To the extent that the CPE provided hereunder is interconnected to other services provided by Verizon or other persons, such other services shall not be construed to be provided under this Agreement.

11. Verizon will install the CPE and Software in accordance with the manufacturer's specifications and the standard practices of the communications industry, so long as Customer permits Verizon the access to its premises as required. Verizon will deliver the CPE and Software and complete installation and testing pursuant to the interval specified in Section 3 above, and will notify Customer as soon as practicable of any delay. Customer must timely provide the appropriate environmental conditions and electrical and telecommunications connections required for proper installation. If Customer causes a delay in the delivery, installation, or testing of the CPE, Software or Services, then Verizon reserves the right to apply the reasonable charges incurred as result of said delay, including but not limited to, additional labor, storage of CPE, and any price increases in CPE and Software. Upon completion of the installation, Verizon will test the CPE, Software, and Services in accordance with Section 12, below, and will notify Customer when successful testing and cutover is complete. Additional then-current time and material charges may apply if Verizon is required to perform extra services because of unprepared sites, Customer's acts or omissions (including delay of installation), or conditions about which were not visible during site inspection prior to signing this Agreement. Customer agrees to pay such charges. If Verizon agrees to accept the return of CPE that was originally ordered by Customer but has not been installed at Customer's request or fault, Verizon reserves the right to charge Customer a minimum twenty percent (20%) of the applicable CPE price as a restocking fee.

12. Upon installation of the CPE, Software, and Services by Verizon, the CPE, Software, and Services shall be tested in accordance with manufacturer's specifications and standard industry practices. Upon successful testing and cutover, Verizon shall notify Customer and Customer shall accept the CPE, Software, and Services in writing. If acceptance in writing is not provided by Customer within five (5) business days of such notification, the CPE, Software, and Services will be deemed accepted, and Customer shall be invoiced for all amounts due hereunder which Customer agrees to pay.

13. It shall be the responsibility of the Customer to timely provide an appropriate, secure site with adequate floor space for the location of the CPE, including any maintenance spares, and the bonding, grounding, power (electrical and telecommunications connections) and environmental conditions necessary for proper installation and the optimum operation of the CPE. Customer shall be responsible for providing additional cable and conduit as required to complete system installation. Customer shall also be responsible for ensuring that adequate backup power is provided for the system components. Verizon shall not be responsible for CPE failures caused by Customer's breach of this section. Customer warrants that it shall maintain the appropriate environmental, electrical, and power conditions throughout the term of this Agreement.

14. In order to install the CPE properly and on time, Customer may not add to or delete CPE nor alter Customer data (hereinafter "Changes") between the date that the configuration of the CPE is firm ("Firm Configuration Date") and the date scheduled for completion of the CPE ("Installation Completion Date"). At other times, Changes shall be allowed which, solely and combined, do not increase or decrease the Total Product Price by more than twenty percent (20%). A change may be made by use of the following procedures: (a) Customer shall notify Verizon in writing of the desired Change (b) Verizon agrees to promptly prepare a Change Order which adjusts the Total Product Price and/or Work Schedule. Verizon will then submit the prepared Change Order to Customer for approval, and (c) upon Customer's signing of the Change Order, the Change Order will be an executed legally binding document that will modify this Agreement. Any increase or decrease in the Total Product Price caused by a Change shall be adjusted upward or downward to the Customer's Payment Schedule, as appropriate.

15. Verizon shall provide maintenance coverage on the CPE during the Service Period at no additional charge. Verizon's maintenance hours of operation are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday, excluding Verizon holidays. Verizon shall provide normal maintenance during its regular business hours. Customer may report a CPE failure twenty-four (24) hours per day, seven (7) days per week, by calling Verizon at such number that Verizon provides Customer in writing. In the event of a major failure, Verizon will respond either remotely or on-site within four (4) hours from the time Verizon is notified of such major failure, twenty-four (24) hours per day, seven (7) days per week. For all non-service affecting or minor failures, Verizon shall respond either remotely or on-site by the end of the next business day. A major failure of voice CPE occurs when: (a) Customer loses ANI/ALI call process functionality, (b) Customer cannot use a central answering station to place or receive inside or outside calls; (c) Customer has 12 stations or fewer and cannot use at least 50% of them to place or receive inside or outside calls; (d) Customer has 13 to 32 stations and cannot use at least 25% of them to place or receive inside or outside calls; (e) Customer has 33 stations or more and cannot use at least 15% of them to place or receive inside or outside calls. All other failures shall be deemed to be minor.

Maintenance Service covers CPE failure caused by normal wear and tear. Maintenance Service entitles Customer, at Verizon's option, to CPE repair or replacement without additional charge for parts or labor. Verizon will use new or like-new parts, and any parts replaced become Verizon's property. Customer must provide Verizon with the access that Verizon requires for maintenance service. Verizon will notify Customer's on-duty supervisor upon arrival at Customer's site. Maintenance service does not cover CPE failure caused by other than normal wear and tear, including without limitation, failure caused by acts or omissions beyond Verizon's reasonable control, including, but not limited to acts of God or third parties, power outages or surges. Maintenance service does not cover supplementing, rearranging, relocating, modifying, or removing the CPE. If such activities by Customer or others cause safety hazards or CPE malfunctions, Verizon will respond within the time frames mentioned above and Verizon will be entitled to correct the hazard at additional then-current time and material charges, which Customer agrees to pay.

The term of Customer's maintenance coverage is twelve (12) consecutive months from installation of the CPE and shall be automatically renewed for twelve (12) month terms at Verizon's then current rates, unless Customer signs a new term Maintenance Agreement with Verizon, or unless either Customer or Verizon declines renewal before the end of the current term. Verizon will notify Customer in writing of changes in maintenance coverage, including price, prior to any renewal term. Customer's continuing obligations under this Agreement do not expire, even if Customer declines to renew maintenance coverage. Verizon will send Customer an invoice for maintenance coverage prior to the start of each renewal term. Customer agrees to pay the maintenance price in full within thirty (30) days of receipt of the invoice, unless otherwise mutually agreed to.

16. Verizon shall not be liable for delays, losses, damages, or any other consequences of acts, omissions, events or failures in performance due to causes beyond Verizon's reasonable control, including, but not limited to, acts of a governmental body or third parties, acts of God, fires, floods, civil disturbances, war, riots, insurrections, strikes, other labor-related disputes, or its inability to obtain the necessary equipment. Delays attributable to such losses, damages, acts, omissions, events or failures which affect the work schedule shall result in equitable adjustments to the work scheduled by Change Order for a period of time at least equal to the periods of

delay. Customer agrees to indemnify Verizon for any loss or damages sustained by Verizon, including reasonable attorney's fees and expenses, for injuries or property damage sustained by Verizon while on Customer's premises, except when due to Verizon's negligence or willful misconduct.

17. If Customer's use of any CPE, Software, or Service is prohibited by court action based on a U.S. patent or copyright infringement claim or Verizon believes that such a prohibition or a claim of infringement is likely, and if the claim does not arise from the use or combination of Verizon's CPE, Software, or Services with the products or services of another, then Verizon, at Verizon's option and expense, will: (a) buy for Customer the right to continue using the CPE, Software or Services; (b) modify the CPE, Software, or Services so that it is not infringing; or, if options (a) and (b) are unavailable, (c) remove the infringing CPE or Software, or discontinue the Services. Verizon shall credit Customer the applicable payment price for the use of the CPE, minus reasonable sums for depreciation.

18. If after thirty (30) days written notice Customer fails to pay any of the charges due or otherwise fails to perform a material term of this Agreement, Customer authorizes and appoints Verizon to do any or all of the following at Verizon's option: (a) terminate this Agreement and disconnect the Services and remove the CPE and Software in accordance with the provisions of this Agreement; (b) for failure to pay any monthly recurring charge which may be due, charge Customer then-current time and material charges for CPE and Services furnished at Customer's request after default by Customer; (c) cease providing Customer any CPE, Software, or Services until the charges Customer owes Verizon are paid in full and/or Customer's other obligations are fully performed. The remedies in this paragraph are not exclusive but additional to rights and remedies available at law or in equity.

19. VERIZON'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS APPLICATION INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CPE LEASED OR SERVICES PERFORMED, OR FROM VERIZON'S GROSS NEGLIGENT ACTS OR OMISSIONS, SHALL, EXCEPT IN CASES OF PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY, BE LIMITED TO THE PURCHASE PRICE OF THE CPE OR SERVICES GIVING RISE TO THE CLAIM. EXCEPT IN CASES OF PERSONAL INJURY OR DAMAGES TO TANGIBLE PROPERTY, VERIZON SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER RECOVERY OR SUCH DAMAGES IS SOUGHT IN TORT, INCLUDING VERIZON'S NEGLIGENCE, CONTRACT, OR OTHERWISE, EVEN IF VERIZON HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party shall hold harmless the other party against any and all suits, losses, claims, damages, actions, demands, decrees, judgements, liabilities, costs and expenses, including costs of defense and reasonable attorney's fees, based upon injuries, sickness, disease, or to death of individuals or relating to damages to tangible property arising out of or resulting from its respective negligent acts or omissions or other tortious conduct in connection with the performance or failure to perform its obligations under this Agreement. The foregoing is not intended to confer additional rights upon third parties.

21. No employees of Customer shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom which is not available to the general public.

22. All licenses, permits and certificates required for and in connection with any and all parts of this Agreement shall be secured by Verizon at its own expense. Verizon will perform all work in such a manner as to comply with the laws of the local, state and federal government as may apply.

23. During the performance of this Agreement, Verizon agrees as follows:

- a. Verizon will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Verizon. Verizon agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the intent of this nondiscrimination clause.

- b. Verizon, in all solicitation of advertisements for employment placed by or on behalf of Verizon, will state that it is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Verizon will include non-discrimination clauses in all subcontracts or purchase orders over the amount of \$10,000.

24. Verizon certifies that this Agreement was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement transaction and payment, loan subscription, advance, deposit or money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

25. Verizon will be legally considered as an independent contractor and neither Verizon nor its employees will, under any circumstances, be considered servants or agent of the Customer. The Customer will not be legally responsible for any negligence of other wrongdoing by Verizon, its servants or agents. The Customer will not withhold from the contract payments to Verizon any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Verizon. Further, the Customer will not provide to Verizon any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Customer for its own employees.

26. Within seven days after receipt of amounts paid by Customer for work performed by a subcontractor under this Agreement, Verizon shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Customer attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the Customer and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

Verizon shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

27. During the performance of this Agreement, Verizon agrees to (i) provide a drug-free workplace for Verizon's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Verizon's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Verizon that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

28. If any portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect.

29. Customer's obligations under this Agreement with respect to payment of charges due shall survive termination or expiration of this Agreement.

30. A failure by either party to exercise its rights under this Agreement is not a waiver.

31. Notices required by this Agreement must be in writing and sent by first class mail or certified mail, return receipt requested to: Verizon Enterprise Sales Contract Repository, 700 Hidden Ridge, MC: HQW02L25, Irving, TX 75038, if to Verizon, and to: Poquoson ^{CITY} ~~County~~ 911, ⁷⁷¹ ~~830~~ Poquoson Avenue, Poquoson, VA 23662 if to Customer. Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices sent by first class mail shall be effective three (3) days after mailing. Notices sent by certified mail shall be effective on the date noted on the return receipt.

32. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

33. The persons who sign this Agreement warrant that they are authorized to do so, and Customer further warrants that it has obtained all the written approvals and administrative resolutions necessary to obtain the CPE, Software, and Services.

34. This Agreement and the Appendices attached hereto constitute the entire agreement between the parties on the subject matter of this Agreement, and they supersede any prior or contemporaneous representations, understandings, or agreements on the subject matter of this Agreement. Customer warrants that it has not relied on such prior or contemporaneous representations, understandings, or agreements in signing this Agreement.

35. This Agreement shall not become effective until it has been executed by an authorized representative of Customer and accepted and executed by an authorized representative of Verizon.

AGREED AND ACCEPTED:

THE CITY OF POQUOSON, VIRGINIA

By: Charles W. Burgess, Jr.
(Typewritten or Printed Name)

Title: City Manager

Date: 8/8/03

Address: 500 City Hall Ave.
Poquoson, VA 23662

Billing Telephone Number (BTN): 757-868-3030

Verizon Case No. _____

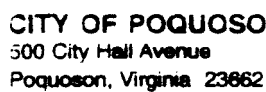
VERIZON VIRGINIA INC.

By: _____

(Typewritten or Printed Name)

Title: _____

Date: _____



08-07-03

[illegible]

NOTE: THREE BIDS ARE REQUIRED FOR ANY PURCHASE OVER \$500 – SEE PURCHASING MANUAL FOR REGULATIONS.

Form #11010 Rev. 6/97

RETAIN THIS COPY FOR YOUR RECORDS

APPENDIX A
DESCRIPTION OF CPE, SOFTWARE, AND SERVICES

1. CPE and Software Configuration or Equipment List:

MAARS System	
Qty.	Description
4	TRUNK INTFC UNIT (TIU)
1	MULTI-LINE ITFC UNIT MIU
1	PSC 16 (CART)
1	SUPPORT FIRMWARE 5 YEAR
1	CALL RECORD UNIT (CRU)
1	POWER SUPPLY UNIT (PSU)

1A2 System	
Qty.	Description
4	PCA, KTU LINE CARD

MagIC - MIS System	
Qty.	Description
	MagIC 2.6
1	MAGIC 2.6 SFTW/DOC CD
2	MAGIC DATA COLLECTION LIC
2	MAGIC SPT THRU YR 5 PEI
	Server Equipment
1	SERVER MINI CPQ
1	MONITOR, 15IN FP C/S CPQ
1	HARD DRIVE 36GB 10K
	Peripherals
1	MODEM SERVER PACKAGE
1	RACK, EQUIP SERVER 19INCH
1	PRINTER, COLOR-EPSON

2. Installation Location:

The CPE, Software and Services shall be provided to Customer's location at ⁷⁷⁴~~830~~ Poquoson Avenue, Poquoson, VA 23662

3. Training:

Class size is limited to 8 students.

Additional students will be billed at the current course rate.

All courses are subject to minimum enrollment.

Training must be scheduled at least two weeks prior to the start date of the course.

Any changes to the training schedule are subject to additional charges as a result of expenses incurred by travel changes.

If training equipment is not available at Customer's site, Customer will pay shipping charges for "loaner" system.

Customer must contact Verizon for class availability and scheduling information.

The quoted costs for training presumes a standard offering of no more than 8 hours of training per business day using one Verizon furnished trainer during normal business hours at Customer's site.

Modifications to the standard offering will be evaluated on a time and material cost basis.

Customer will collect data for several weeks before scheduling training.

Verizon will provide a formal class to instruct Customer how to configure agents, new groups, reports, rotating tapes and archiving data.

Verizon trainers will leave their card to assist in answering questions and will follow up to ensure Customer satisfaction.

If Customer is not trained or if training time is shortened, problems in maintaining the system may occur.

Descriptions of the training courses with their prerequisites are as follows.

Course #	Course Title	Duration	Prerequisites
4034	MagIC 2.6 Administration	1 Day	Knowledge of mouse functions and Microsoft Windows basic user screen

4. MagIC MIS System

Customer shall be responsible for the upgrade of the Operation Software (i.e. Windows NT) and for providing printing supplies, paper, ink cartridges, etc., and creating reports, queries, data backup, archiving, and printing reports.

5. Power Requirements

It is recommended that all system components have an adequate backup power source.

System components listed above have the following power requirements. Customer should contact the CPE manufacturer for any additional assistance.

Total KVA – 1.13

6. Cabling

Additional Unshielded Twisted Pair cable may be necessary to complete system installation.

The CPE manufacturer can provide this cable or specifications on the type of cable necessary to complete this installation.

Positioning of system components is essential in calculating the length of the cable and the termination type for Customer's system.

7. Spares

The CPE manufacturer recommends that spares be kept for troubleshooting and/or emergencies.

8. Maintenance

Maintenance on the CPE is included in the payment price set forth in Appendix B and shall be provided by Verizon in accordance with the terms of this Agreement for twelve (12) consecutive months.

9. Other Customer Commitments or Special Terms and Conditions

The service date is dependent upon equipment/facility availability.

Customer is responsible for the upgrade of the Operating Software (i.e. Windows NT).

The PSAP is responsible for archiving old data and removing it from the system.

APPENDIX B
RATES

Verizon will lease to Customer the E911 System described in Appendix A based on the following payment plan:

Straight Lease/Purchase – Lump Sum Capital Payment:

1. Service Period: twelve (12) Months from Date of Installation
2. Total Product Price: \$38,205.00
 Training Price: \$1,973.40

The rates, terms, and conditions herein are valid to Customer only if Customer signs and Verizon accepts this Agreement prior to August 15, 2003.

The Total Product Price includes installation, use, and maintenance of the CPE and Software and Software training.

The Total Product Price will be billed on Customer's existing E911 account in the bill cycle following the date of installation. Payment shall be due Net 30 days.

At the end of the Service Period, Customer has the option to: (a) pay \$1.00 to own the CPE and continue maintenance from Verizon at a mutually agreed upon rate, or (b) continue leasing the CPE and maintenance from Verizon at a mutually agreed upon rate. If Customer does not choose to purchase or lease the CPE at the end of the Service Period, Verizon shall remove the CPE, Software, and Services in accordance with the terms of this Agreement.